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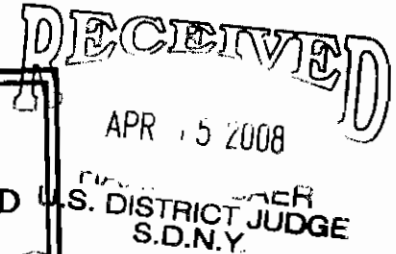
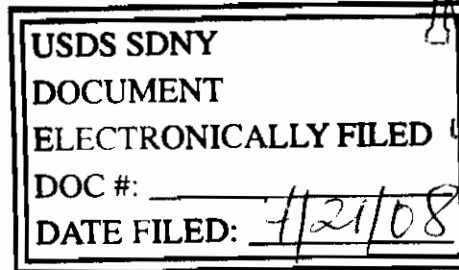
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LOWELL PETERSON

April 15, 2008

By fax (212-805-7901)

Hon. Harold Baer, Jr.
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007



Re: Board of Trustees of the 1199 SEIU Greater New York Benefit Fund, et al.
v. JFK Hartwyck at Cedar Brook
Case No. 07 Civ. 3744 (HB)

Dear Judge Baer:

We represent the plaintiffs in the above-captioned matter, which was consolidated with our lawsuit against JFK Hartwyck at Edison Estates. We have reviewed Your Honor's letter to counsel dated April 11, 2008.

The plaintiffs are employee benefit plans. They brought these now-consolidated actions because the defendants had failed to pay the contributions required by collective bargaining agreements ("CBAs"). Eventually, the defendants paid everything they owed for the periods covered by the lawsuits. We do not view this as a "settlement", but rather as compliance with the CBAs' contribution requirements. In fact, there are other disputes between the parties which were not the subject of the underlying complaints in this case and which have not been resolved. Rather than devoting significant time and resources to crafting a settlement document which delineates precisely which benefit contributions the defendants have made while carving out the parties' other disputes, we proposed a simple stipulation of dismissal.

However, the defendants insist that the plaintiffs execute a comprehensive settlement document including releases and various other provisions. We still believe that approach is unnecessary and inappropriate. Because the defendants have appeared and responded to the complaints, we understand that FRCP 41 does not permit us simply to withdraw the case.

Very truly yours,



Lowell Peterson

cc(by fax):

Kathleen B. Einhorn, Esq.

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I'm always glad to help
 resolve disputes but nobody
 has asked and I'm not a lawyer
 for business. On the other hand
 as noted in my April 11 letter
 I expect you to be ready to start
 trial on the 26th or so stipulations
 to be on my desk - you have
 a right to trial but it's a little
 unfair for judges who have
 calendars to wait until the
 very last minute to notify to
 next in line that they should
 prepare for trial.

CO ORDERED

Harold Baer, Jr., U.S.D.J.

Date:

4/21/08

Endorsement :

I'm always glad to help resolve disputes but nobody has asked and I'm not looking for business. On the other hand as noted in my April 11 letter I expect you to be ready to start trial on the 28th or a stipulation to be on my desk - you have a right to trial but its a little unfair for Judges who have calendars to wait until the very last minute to notify the next in line that they should prepare for trial.